GOVERNMENT OF KARNATAKA

BRUHAT BANGALORE MAHANAGARA PALIKE

Short term tender for the Supply of Chemicals, gas cylinders/can for mosquito control activity to East zone

Tender No. BBMP/2024-25/IND0065

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Note: Appendix 1 to 5 relating the post award of the Contract are common general documents for all the Chemicals and related products being procured by BBMP for reference only, and subject to modifications as necessary at the time of issue of purchase order or at the time of execution of the Contract as per the requirement of the procurement entity.			

BRUHAT BANGALORE MAHANAGARA PALIKE
Office of HO east public health, 9TH Floor, PU Building MG Road, Bangalore-560001,

Tender reference number **BBMP/2024-25/IND0065** Date: 26/08/2024

Tender for the supply of Supply of Chemicals, gas cylinders/can for mosquito control activity to East zone

The HO (East PH), BBMP invites proposal in two cover system for **Supply of Chemicals, gas cylinders/can for mosquito control activity to East zone**, through Karnataka public procurement portal of Government of Karnataka (https://kppp.karnataka.gov.in) as per the provisions of the Karnataka Transparency in Public Procurement Act & Rules 2000. Prospective suppliers willing to participate in this tender shall necessarily register themselves with above mentioned portal.

1	Tender Reference	**BBMP/2024-25/IND0065**
2	Pre-Bid Meeting Date and Time	28/08/2024 at 3:00 PM at the following venue: Office of the HO east PH, 9TH Floor, PU Building MG Road, Bangalore-560001
3	Last date & Time for submission of Queries in Karnataka public procurement portal	Dt: 28/08/2024 17.00 Hrs.
4	Last date & Time for submission of Tender in Karnataka public procurement portal	Dt: 04/09/2024 17.00 Hrs.
5	Last date & Time for submission of Sample	Will be intimated
6	Date & Time of opening of the technical bid in Karnataka public procurement portal	Dt: 05/09/2024 17.10 Hrs.
9	EMD Amount	**89,811**
10	Address for communication	Office of Zonal Health Officer (East), 9TH Floor, PU Building MG Road, Bangalore-560001

Prospective Service Providers willing to participate in this tender can down load the bid documents with visiting the web (https://kppp.karnataka.gov.in)

Zonal Health Officer (East)
BBMP

SECTION I – INFORMATION TO BIDDERS

1. SCHEDULE OF REQUIREMENT

Sl .No.	Name of the item	Strength	Unit in	Quantity	EMD	Financial eligibility: The bidder should have achieved minimum annual average turnover during the period. In Rs. Lakhs	Financial eligibility MSE: The bidder should have achieved minimum annual average turnover during the period. In Rs. Lakhs
1	Temiphos 50 Percent	Temiphos 50 Percent	Liters	1,474	25,316	12,65,822	6,32,911
2	Technical Malathion	Technical Malathion	Liters	211	1,735	86,767	43,384
3	Pyrethrum Extract 2 percent w/w for Space Spray	Pyrethrum Extract 2 percent w/w for Space Spray	Liters	211	3,791	1,89,540	94,770
4	Gas cans (Butane gas Net content 400ml/225g	Gas cans (Butane gas Net content 400ml/225g	numbers	14,040	58,968	29,48,400	14,74,200
				Total	89,811	44,90,530	22,45,265

i. **MSE units registered with NSIC Single point Registration scheme or exempted from payment of EMD in the e-procurement portal subject to submission of valid NSIC SPRS certificate.*

ii. ***With regard to applicability of Turnover criteria to MSE Units, the bidders who have registered with **NSIC** under single point registration scheme or registered under **Udyam** Portal of Government of India are considered as 'Micro/ Small enterprises'*

iii. *In case of bidders submitting bid for more than one product, they should fulfill the turnover requirement as aggregate of 'average turnover requirement' for all such products for which they are submitting the bids. In case of the average annual turnover of the bidder is less than the aggregate value of average turnover of all such products for which they have quoted, the evaluation of bids*

will be restricted for the products; a)satisfying other eligibility criteria and acceptance of samples b) then adjusting turnover requirement of each product in the 'ascending order of prescribed turnover value' out of the average annual turnover of the bidder. The bid for the remaining product/s will be rejected due to insufficient EMD at technical stage

1.2. The primary goal of this RFP is to select eligible bidder for supply of chemicals. The final selection of the bidders will be based on the lowest quoted total value of the product.

1.3. This RFP intends to provide all the details of the products that are deemed necessary to share with the prospective vendors. The details of approximate quantity required, composition/specifications, EMD, turnover requirement etc. was provided in Schedule of requirement above.

1.4. The tenderer should confirm that the composition/specifications, packing, minimum batch size, WHOGMP (wherever applicable) etc., of the product which has been offered by them are strictly in accordance with the details shown in the Schedule of requirement and Annexures/Appendices.

1.5. The estimated quantity shown is based on the approximate requirement as estimated for the period of contract; however, the quantity may vary at the time of entering into contract, based on the actual requirements.

1.6. BBMP shall be the final authority with respect to selection of a shortlisted vendor (Successful bidder,) through this RFP. BBMP reserves the right to reject any or all the bids without assigning any reason. BBMP further reserves the right to negotiate the prices with the selected agency.

2. GENERAL

2.1. Participants declared by BBMP to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.

2.2. It will be the responsibility of each Bidder to fully acquaint themselves with the local conditions and other relevant factors at the proposed sites which would have any effect on the performance of the contract and / or the cost. The Bidders are advised to visit the proposed locations (at its own cost) and due-diligence can be conducted before the pre-bid meeting/ bid-submission.

2.3. Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents.

2.4. It will be imperative for each Bidder to fully aware themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents.

2.5. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment

to the contract awarded under the bidding documents will be entertained by the BBMP and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the BBMP on account of failure of the Bidder to appraise themselves of local laws and site conditions.

2.6. The tender documents can be downloaded from the Karnataka public Procurement portal of Government of Karnataka and submitted online through Karnataka public Procurement Portal only.

2.7. The last date and time for submission of tenders is as shown in Karnataka public procurement portal. The opening of technical bid and financial bids will be done through Karnataka public procurement portal on the date as mentioned in Karnataka public Procurement portal. The financial bids will be opened after completion of evaluation of the technical bids.

2.8. For any clarification, the bidders are requested to contact Office of the HO public health east office (BBMP).

3. Pre-bid Queries and Meeting

3.1. The prospective bidders are requested to submit their queries only through Karnataka public Procurement portal. The Pre-bid meeting will be held by the tender inviting authority office.

4. Response to Pre-bid queries and Amendment of RFP Document

4.1. Queries strictly relating to this RFP will only be answered. BBMP neither makes representation or warranty as to the completeness of any response made in good faith, nor does, BBMP undertake to answer all the queries posted by the bidders.

4.2. At any time, the Tender inviting authority may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document by amendment. All the amendments made in the document would be published in the portal https://kppp.karnataka.gov.in . The bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. The Tender inviting authority also reserves the rights to amend the target dates mentioned in this RFP for bid process.

5. Authentication of Bid

The "Bidder" as used in the RFP shall mean the one who has signed the Bid document forms. The Bidder may be either the Principal Officer or the duly Authorized Representative of the Bidder, in which case Bidder shall submit an Authorization Certificate. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the authorized representative or the Principal.

6. Proposal Preparation Costs

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by BBMP to facilitate the evaluation

process, and in negotiating a definitive Service Agreement and all such activities related to the bid process.

7. Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and BBMP, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

8. Validation of interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be attested by the person or persons signing the bid.

9. ELIGIBILITY CRITERIA

Sl No.	Eligibility Criteria	Documents to be furnished by the Bidder in support of Eligibility Criteria
1	a) The manufacturers **having Original Primary** manufacturing license with minimum three years of experience in manufacturing and in marketing of the quoted product, as on the last date of tender submission are eligible to participate. b) In case of imported chemicals/Medical Devices/Consumables. Only the Direct importers from the Manufacturer abroad having valid Import License(Form 10) with an experience of minimum three years in importing the quoted product, as on the last date of tender submission are eligible to participate c) Distributors/Suppliers/Agents/ with the Manufacturer authorization are eligible to participate in the tender.	The Bidders shall submit following documents: a) **General documents (All the bidders**) b) Details of Bidder shall be submitted as per Annexure I c) Registration certificate/s of the bidding entity such as Incorporation Certificate/Registration of Firms/ Partnership deed/Establishment registration Certificate etc. d) Market Standing Certificate, issued by Drug Controller/FDA/CDSCO/ Chartered Accountant, shall be submitted for a period of preceding 3 financial years, ending on 31st March 2023 and with minimum 3 commercial batches in each year as per Annexure VI.

e) Annexure XI- Valid F.F.S Technology Certificate shall be submitted by Manufacturers/importers in case of Chemicals wherever applicable

ii) **In case of bidder being a Manufacturer**:

f) Copy of original (initial) Manufacturing/ Factory Licence issued by the competent authority, along with the renewal/retention/validity certificate, valid as on the Date of tender submission with regard to production units at which the offered products are being produced. In case of Medical Devices/consumables, License issued by either State Drug Controller/FDA or CDSCO can be furnished in place of Manufacturing License

g) Details of Manufacturing Unit as per Annexure III

h) Details of installed capacity as per Annexure IV

i) Performance Certificate as per Annexure X issued by the competent for a period of preceding 3 financial years, ending on 31st March 2024.

j) The Product permission Certificates shall be provided for a period of preceding 3 financial years, ending on 31st March 2024.

iii**) In case of bidder being an Importer**:

k) Valid Form10, Form 20 B/21 B issued by the licensing authority

l) Self-attested/declared Annexure X-Performance Certificate.

m) Copy of Product permission

		Certificates issued by the statutory/competent authorities of the Respective Countries towards to products offered by the bidder. **iv) In case of bidder is participating as Distributors/Suppliers/Agents:** n) the manufacturer furnishes authorization in the prescribed format assuring full guarantee obligations as per the contract of this tender o) the tenderer, as authorized representative, has supplied, at least 30% of the quantity similar to the type specified in the Schedule of Requirements in any one of the last three years (i.e, 2021-22, 2022-23, 2023-24). p) Drug license of the bidder. q) No Conviction of the bidder. r) Following Manufacturer documents: • Copy of original (initial) Manufacturing/ Factory Licence issued by the competent authority, along with the renewal/retention/validity certificate, valid as on the Date of tender submission with regard to production units at which the offered products are being produced. In case of Medical Devices/consumables, License issued by either State Drug Controller/FDA or CDSCO can be furnished in place of Manufacturing License • Details of Manufacturing Unit as per Annexure III • Details of installed capacity as per Annexure IV .

		• Performance Certificate as per Annexure X issued by the competent for a period of preceding 3 financial years, ending on 31st March 2024. • The Product permission Certificates shall be provided for a period of preceding 3 financial years, ending on 31st March 2024.
2	Towards financial capability: i. The bidder should have Average Annual turnover as indicated at Section I (1), schedule of requirement against each of the item being offered by the bidder, during preceding 3 years out of previous 5 years 2019-20, 2020-21, 2021-22 , 2022-23, 2023-24. ii. In case of MSE units the bidder should have Average Annual turnover as indicated at Section I (1), schedule of requirement against each of the item being offered by the bidder, during preceding 2 years out of previous 5 years 2019-20, 2020-21, 2021-22 , 2022-23, 2023-24.	All the documents below for 3 years (for 2 Years in case of MSME): a) Audited Statement of Accounts viz.. Balance Sheet, Trading/Profit and Loss Account b) IT Returns c) Certificate issued by the Chartered Accountant as per Annexure II (the CA Certificate shall bear the UDIN Number generated by the CA)
6	**Offered Supply Capacity and Lead Time:** Bidders should quote entire tendered quantity of each drug and commit the quantity as exclusively earmarked for the Procurement Agency in this tender irrespective of any other tender that may be floated by any other agency for any drug in which the same Bidder becomes eligible or is selected. The bidder shall agree for supplies within the lead time from the date of placement of Purchaser Order or Letter of Intent as per the	The name & code of the product quoted, monthly production capacity of individual drug earmarked exclusively for the Bid of Procurement Agency and the lead time for effecting the supplies; initial schedule and subsequent schedule) for the product should be furnished and the rate of that product should not be indicated in this list), as shown in the Annexure V

	schedule of requirement.	
7	The bidder should have valid documentary proof of GST registration	GST Registration certification along with the GST remittance returns for a period of 3 months up to 31st March 2024
8	a) The bidder shall not be under conviction for violation of provisions of Drug & Cosmetic Act, 1940 and rules there under during the preceding 3 years. b) The bidder / Manufacturer should not have been debarred/blacklisted by any State Government, Central Government, Central & State Govt. Undertakings/ enterprises/ Organizations and by any other Quasi Government bodies/ Organizations, World Bank / Govt E-marketing portal or any major Enterprise / Organization in India for not of standard quality, non-satisfactory performance, corrupt & Fraudulent or any other unethical business practices, not meeting critical conditions/security clearance etc. c) The concern/firm/company whose product has been declared as of spurious or adulterated quality and any convicted towards any criminal case or filed/pending criminal case in any court, such **concern/firm/ company** are not be eligible to participate for that product. d) The bidder should not be under liquidation; court receivership or similar proceedings and should not be bankrupt. e) The bidders debarred/blacklisted in any of the Govt. Department/ organisation/ Health institution, but the process of such action	(a) No Conviction certificate as per Annexure VIII issued by the Competent Authority, not older than 10 months as on the day of tender submission (b) Declaration as per of Annexure XII

	against the bidder is stayed by a Court interim order and pending in Court for final disposal/decision as on the last date prescribed for bid submission, such information shall be disclosed by bidder in the Declaration, Annexure - XII, Clause 12. The tender inviting/evaluation/accepting authority reserves the right to consider the eligibility of the bidder either responsive or non-responsive based on the implied conditions of the stay order or any other legal implications.	
9	The Products offered by the bidder shall meet the product requirement as per schedule of requirement of the Bid Document.	The bidder should submit the following document along with Bid documents. a) **Detailed description** of the essential composition/specifications of the products being offered. a) The Bidder should furnish attested copy of the valid product permission/BIS certificate as applicable duly issued by the Licensing authority for each and every product quoted as per composition/specifications in the Bid. The product permission/BIS certificate must have been duly renewed/ valid up to date and the product quoted shall be clearly highlighted (item codes as per bid document, marked against each item) in the license. Product permission of brands shall be accepted in the Bid submitted, but the Bidder has to submit the product permission in generic names at the time of signing of the agreement/ before supply. b) In the event of drug becoming official in IP/BP /USP recently, the bidder should upload the recent Product Permission for the drug in IP/BP /USP in addition to

		previous Product Permission for that drug official in IP/BP /USP b) Copy of the valid GMP Certificate/Certificate of pharmaceutical product (COPP) /WHO GMP (mandatory for chemicals) as applicable issued by the competent authority in the name of Manufacturer for each of the product offered.
10	The bidder from such countries sharing a land border with India will be eligible to participate only if the bidder is registered with the Competent Authority as per the Directions of the Ministry of Finance Government of India.	If the bidder is sharing a Land border with India then Registration Certificate and Model Certificate issued by the Competent Authority to be obtained as specified vide Office Memorandum No. F.No.6/18/2019 - PPD issued by Ministry of Finance, GOI dt.23rd July 2020 and GO of GoK vide No. FD 455 Exp-12 2020 Bengaluru Dated: 25.08.2020. A declaration has to be submitted in Compliance regarding restrictions on public procurements from bidders of countries which shares a Land Border with India, in the form of Declaration as per **Annexure XII**
11	Earnest Money Deposit:	To be submitted online through Karnataka public procurement portal. *The EMD for MSE units Registered under NSIC single point registration system of the Government of India is exempted. The bidder shall select the relevant option in the portal against EMD payment clause and upload the NSIC registration certificate*
12	Consortiums are not allowed to participate in the Tender	Should comply

10. SUBMISSION OF TENDER

10.1. Interested parties with relevant experience to undertake supply of products as per the schedule of requirement and meeting eligibility

criteria are required to submit their technical and financial bids through Karnataka public procurement portal.

10.2. The Name of the Bidding entity **and authorized signatory of the tender shall be as registered in the** Karnataka public procurement portal **of the Government of Karnataka** and shall be uniform/same across all the supporting documents submitted by the bidder. The supporting documents submitted towards various eligibility criteria like turnover, past performance, licenses, Registration certificates etc., having different names(such as variation in spellings, words, names of sister/associated companies or Group of companies) will not be considered for evaluation and the such bids will be subject to disqualification. In case of change in the name of the Bidding entity itself during the timeline due to Management decisions, amalgamation, acquisition etc.., necessary amendment documents as approved by the Government authority shall be submitted along with Technical documents. Otherwise, the bids are subject to rejection.

10.3. **In case of bid documents being signed by (representative) other than the Authorized signatory registered in the Karnataka public procurement portal (Having digital key in his name),** necessary **General Power of Attorney** issued by the Authorized signatory in the name of the representative, **as per Annexure XIII** on a stamp paper**,** for signing of the Tender documents and submission on his behalf shall be submitted.

10.4. The bidder under no circumstances will be allowed to update/amend or furnish additional documents in support of eligibility criteria/specification etc., after opening of the Technical bids. Only the document submitted through Karnataka public procurement portal will be considered for evaluation of the bids. However, the tender inviting authority reserves the right to seek clarifications/additional information/documents from the bidder for cross verification during the course of evaluation, if necessary.

10.5. All the documents submitted should be signed with seal by the Authorized signatory on each page.

11. First Cover - Technical Bid

11.1. Details of the Bidder as per **Annexure I**

11.2. All the documents in support of meeting minimum eligibility criteria at Clause (9) and corresponding Annexure of Bid document

11.3. Declaration as per **Annexure XII** on Rs. 100 Stamp paper, duly notarized.

11.4. The scanned copies of each page of the tender shall be signed and seal affixed by the authorized signatory of the tender.

11.5. The Documents against each criterion shall be in the PDF/JPG format. The information contained in the documents shall be clear, legible and printable form, in the A4 size.

11.6. In case the documents under single criteria are having multiple pages/files; the same shall be compressed with ZIP/WinRAR format and be uploaded.

11.7. The tender inviting authority reserves the right to call for original copies of documents submitted against technical bid if necessary, for

cross verification, like Audited Financial Statements, Certificates issued by Chartered accountant/competent authorities etc.

11.8. **Tender Processing fee as per** Karnataka public procurement portal.

11.9. **Earnest Money Deposit:** The EMD amount as indicated in the schedule of requirement shall be submitted through Karnataka public procurement portal.

12. Second Cover - Financial Bid

12.1. Prices shall be quoted only in Indian Rupees (INR).

12.2. The end price quoted shall include GST, cost of package, transportation and delivery, and other incidental charges as applicable. The breakup of amount of GST, Packing and Transportation shall be indicated separately as per the provisions provided in the Karnataka public procurement portal.

12.3. The Bidder shall indicate prices for various components as per formats prescribed in this tender document. Prices should be shown separately for each item as detailed in the financial bid format.

12.4. Bids have been called for in the generic name of chemicals. The Bidders should quote the rates for the generic products only. The composition and strength of each product should be as per the schedule of requirement at Section I (1). Any variation will result in rejection of the Tender. .

12.5. Rates quoted should be inclusive of Excise Duty, Customs duty, transportation, insurance, and any incidental charges, but exclusive of VAT (Sales Tax)) for each of the product offered on door delivery basis according to the unit prescribed in Section I (1)

12.6. Bids with counter conditions like "AT CURRENT MARKET RATES", "SUBJECT TO AVAILABILITY", "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the Bids with such conditions shall be treated as incomplete and accordingly the Tender will not be considered.

12.7. The price quoted by the Bidders shall in any case not exceed the controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP).

12.8. The Tender Inviting Authority will exercise the right to revise the price at any stage so as to conform to the controlled price or MRP or the lowest selling price of the Bidder as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the Bidder.

12.9. Prices shall be quoted per **unit.** Rate shall have to be quoted in accordance with instructions laid down in tender. In case of errors/misunderstanding in offering unit price, no justification/expiations will be honored and such offers will be excluded during evaluation and short listing.

12.10. The price components furnished by the Bidder will be solely for the purpose of facilitating the comparison of bids by BBMP and will not in

any way limit the BBMP's right to negotiate on any of the terms offered.

12.11. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, BBMP reserves the right to negotiate the prices quoted in the bid to effect downward modification.

12.12. The Bidder shall prepare the bid based on details provided in the RFP. It must be clearly understood that the scope of supplies is intended to give the bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the BBMP. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1. No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered.

13.2. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period as specified in the RFP. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD and the BBMP may initiate additional punitive measures including but not restricted to debarment/blacklisting of the bidder

14. RIGHTS TO THE CONTENT OF THE PROPOSAL

All proposals and accompanying documentation of the Technical proposal will become the property of BBMP, and will not be returned after opening of the technical proposals. BBMP is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. BBMP shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure

15. SUBMISSION OF SAMPLES

15.1. As a part of technical evaluation, the bidder are required to submit the Samples of the Products being offered by them. The samples submitted by the bidders, shall be considered for the purpose of technically qualifying the bidders for the quoted drug/ product and placement of orders in case they become successful bidders as per the evaluation criteria,

15.2. The bidder shall submit the samples to the HO PH east BBMP in the format of Annexure VII, as per Quantity indicated in **Appendix 1 for the product they have quoted, within the stipulated date**.

15.3. The composition/specifications of samples shall be as per the tender composition/specifications including the packing specification, otherwise the sample is liable to be rejected. However, the samples are exempted from the printing of the Logogram as per logogram specifications stipulated in **Appendix 2** and its Enclosures.

15.4. The cost of the sample shall be borne by the bidder. BBMP shall not bear any expense towards cost of samples, transport etc.

15.5. The submitted sample shall not be returned to the bidder either successful or unsuccessful, under any circumstances.

16. EVALUATION OF TECHNICAL BIDS

16.1. The Technical bids are evaluated based on the:

16.1.1. Eligibility criteria specified and the documents furnished by the Bidder in technical bid (first cover) in support of meeting the eligibility criteria and submission of EMD.

16.1.2. Samples meeting the composition/specifications.

16.2. The technical bids shall not contain the financial part of the bid. In case the prices are disclosed at Technical evaluation stage, the bid is liable for rejection as a whole.

16.3. **Verification of original documents:** The tender inviting authority reserve the right to verify the original documents, copies of which submitted through e-portal during the submission of tender. The bidder shall produce the Original Documents as and when requested by the Tender inviting authority. Failure on the part of the Bidder to produce original document on demand at any point of time may result in rejection of the Tender documents in toto.

16.4. **Submission of Original Documents:** It is mandatory that, the Successful bidder shall submit following documents in original **with original seal and signature** (of which the softcopies uploaded through Karnataka public procurement portal) within 7 days, from last date prescribed for submission of Technical Bids.

16.4.1. Forms of Annexure.

16.4.2. Forms of Specification/technical compliance

16.4.3. Affidavits/Declarations specific for the tender.

16.4.4. Catalogue and Product Literature.

16.4.5. Documents/communications particularly addressed to BBMP and/or limited to Current tender.

16.5. The Purchaser may waive any minor informality or non-conformity or irregularity in a supporting document being submitted against meeting the eligibility criteria under clause 9, which does not constitute a material deviation from the eligibility criteria and technical/specification requirement prescribed, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer at respective stages (Technical/Financial) of evaluation. For this provision, the Tender Inviting authority or the Tender Accepting authority or the Tender Scrutiny Committee may seek bonafide clarifications from Tenderers during the evaluation of tenders under Rule 23(3) of Karnataka Transparency in public Procurement Rules. 2000.

16.6. The forms like Performance Certificate, Market Standing, Licenses/ permissions, etc..., will be evaluated against the product they have offered under Annexure VI and Samples submitted.

17. EVALUATION OF FINANCIAL BIDS:

17.1. Only, the financial bids (2nd cover) of the bidders who are qualified in the technical evaluation will be opened.

17.2. The financial bids are evaluated based on the lowest quoted total value of each item, as per schedule of requirement.

17.3. **Price/Purchase preference to MSME Units:** The price and purchase preference will be extended to MSE's units for the goods manufactured in Karnataka as per the latest notifications/ amendments/ Circular Guidelines issued by the Government of Karnataka for the KTPP Act/Rules, as applicable for the period of the New Industrial Policy 2021-25.

18. FINAL SELECTION OF THE BIDDER AND AWARDING OF THE CONTRACT.

The final selection of the bidder/bidders will be based on the lowest quoted total value of individual items.

However, in case of more than 1 bid stood at L1 with equal pricing, one among them will be selected as ‘Successful L1 bidder’ through Lottery system.

SECTION II - TERMS OF THE CONTRACT

1. **Prices:** The end price quoted shall include GST, package, transportation and delivery, and other incidental charges as applicable. If a change in Statutory levies in future, the same should be reflected in the landed price & the vendor shall intimate the Office of the HO PH (BBMP), Bengaluru immediately. If the prices are revised downwards or if the vendor supplies the same product under similar terms and conditions to any organization, at a price lower than the quoted price, then the price would automatically stand revised to that lower price (refer fall clause 3. below).
2. The price of the products will be firm during the course of execution of the Contract and no-upward revision will be allowed, excluding GST. The rate of GST applicable as at the time of supply.
3. **Fall Clause:** The bidder undertakes that, he has not supplied/supplying the similar product at a price lower than that offered in the present bid to any other Government Departments/Govt. Organizations in India under similar terms and conditions and if it is found at any stage that the similar product was supplied by the bidder to any other Government Departments/Govt. Organizations in India at a lower price under similar terms and conditions, then that very price with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the bidder to the buyer if the contract has already been concluded/payment made.
4. The successful bidder should enter into a Contract with BBMP within 21 days from the date of issue LOA (letter of Acceptance) towards execution of the supplies. The agreement should also contain the following documents:
   - 4.1. Schedule of requirement or schedule of delivery
   - 4.2. Manufacturing Licenses/ permission, GMP issued by the competent authorities
   - 4.3. composition/specifications, shelf life and storage related instructions of the products offered
   - 4.4. Name, address, mobile number and email address of the supply point to be contacted in case of failure or complaint.
5. **Quantity of procurement:**
   - 5.1. The details of the product and quantity required are shown in Schedule of requirement Section I (1).
   - 5.2. The quantity is only a tentative indicative requirement and may be increased or decreased by the Procurement Agency at its discretion, depending on the actual need while placing the purchase order.
   - 5.3. The Bidders shall supply the product only on the basis of the Purchase Order issued by the Procurement Agency. Any supply without a valid Purchase Order will not be accepted and no liability will be accepted by the Procurement Agency for any payment on this account. The Maximum quantity being ordered on the successful bidder for each of the item will be limited to the offered supply capacity by the bidder.

5.4. The Bidders should not renege from the commitment of supplying the quantity mentioned in the agreement / undertaking once the Purchase Order is issued.

5.5. The procurement agency may schedule the supply of goods in more than one lot under staggered delivery schedule spread across the consumption period keeping in view the stock in hand, consumption pattern and shelf life of the products.

6. **Security Deposit:**

6.1. The successful bidder shall furnish performance security within 21 days from the date of letter of intent/purchase order at **5%** on contract value in the form of DD OR Bankers Guarantee issued by a Nationalized Bank drawn in favor of **the Chief Commissioner (BBMP), Bengaluru**, having validity not less than 14 months in general and may subject to extended period based on the products ordered, from the date of issue of purchase order.

6.2. The tender inviting authority reserve the rights to get the Security deposit/Bank Guarantee extended for further period based on the extended period of delivery schedule.

6.3. Failure to submission of Security deposit will result in termination of the contract apart from forfeiture of the EMD.

6.4. The Performance Security will be discharged by the purchaser and returned to the Supplier not later than 3 months after the validity period, without any interest accrued on it, following the date of completion of the Supplier's performance obligations, including any warranty obligations.

7. Pre-Shipment Inspection

7.1. The supplier shall submit the Analytical test Report from NABL Accredited Testing Laboratory for the products while delivering the products to the consignee.

7.2. If required the purchaser or his representative shall have the right to inspect the manufacturing and storage premises of the Supplier to ascertain the standards maintained and take samples for test and analysis at approved laboratories prior to shipment.

7.3. The person authorized to carry out such inspection shall produce the authorization letter issued by the HO PH BBMP for the purpose.

7.4. The supplier shall notify the purchaser at least 10 days prior to the time when the product are available for inspection.

7.5. The purchaser, if desires, shall complete such inspection and sampling within 7 days thereafter with respect to product inspection.

7.6. The goods shall not be shipped unless the purchaser communicates the clearance, whenever such inspections are conducted.

7.7. Notwithstanding such inspection and clearance issued by the purchaser or the persons authorized by him, the goods shall be accepted by the purchaser subject to verification at the destination.

8. **Inspection of Factory/Manufacturing Unit:**

8.1. Procurement Agency or its authorized representative(s) has the right to inspect the factories/manufacturing units of any of the Bidders any time before, accepting the rate quoted by them or before releasing any Purchase Order. The Procurement Agency has the right to reject the Bid or terminate/cancel any Purchase Order issued and/or to decide not to place further order based on adverse reports brought out during such inspections or by any statutory authorities without prejudice to other action being taken.

8.2. The Bidder shall extend necessary cooperation to such team in inspection of the manufacturing process, quality control measures adopted etc., in the manufacture of the product quoted. If Company/Firm does not allow such inspection, their Bids will be rejected during the currency of the contract.

9. **Supplies and Delivery:**

9.1. The products shall be supplied to the six MOH offices, of east zone as stipulated in the Purchase order and as per the delivery schedule given or as amended. Supplies should be made directly by the Supplier and not through any Agency/Dealer/Distributors.

9.2. The products ordered shall be supplied **within 15 days from the date of Purchase Order or as per the revised delivery schedule issued if any to** all the destinations mentioned in the Purchase Order. If the 15th day happens to be non-working day, the supply should be completed on the next working day. In case the supply is not completed within the stipulated time, the Procurement Agency will have the liberty to make alternative procurement arrangements for these chemicals without any notice/information to the supplier. This will be treated as default in supply. In case of any urgent/emergency requirement/change in the demand pattern, the BBMP reserves the right to alter/prepone the delivery schedule with mutual consent (i.e., agreed by the suppler).

9.3. Each consignment of supply shall be mandatorily accompanied with (i) NABL accredited laboratory report regarding quality of each batch of the product covered in the invoice/challan and (ii) in- house test report towards all the batches of products.

9.4. Supplies, without Test Report of the Tests and Analysis as prescribed under Chemicals and Cosmetics Act and the Rules made there under for each batch from NABL accredited laboratories, will be rejected and will be deemed as “Not Supplied” even if the consignment is left in the premises of the Purchaser for whatsoever reason.

9.5. The products supplied in excess of the ordered quantity will not be accepted and the supplier shall take back the excess at their cost. Procurement Agency will not be responsible for the loss to the supplier and will not entertain any claim on this account.

9.6. The supplier shall supply the Item(s) at the specified destination along with original excise invoice, Test reports of raw materials procured and finished products for every batch, Delivery Challans and other relevant documents. Any supply without the above documents will not be accepted and the said supply will be accepted only on the date of submission of the required documents

9.7. The supplier shall ensure the quantity relevant to the Batch Number of the products is mentioned in the invoice. Any variation will be examined seriously and the payment for the supply will be released only after confirmation of the batch number by the supplier and reconciliation of the same. While at the discretion of the Procurement Agency, minor normal variations in the batch numbers in the invoices and actual supply may be accepted, any abnormal variation may lead to Blacklisting of the product(s) by the Procurement Agency.

9.8. It will be the responsibility of the supplier to supply products at the destinations mentioned in the Purchase Order and supply shall conform to the conditions mentioned in the provisions of tender documents, viz., logo, nomenclature in regional language etc.,

9.9. It shall be the responsibility of the supplier for any shortage/damage/breakages at the time of receipt at the designated places.

9.10. If at any time the Bidder has, in the opinion of the ordering authority, delayed in making any supply by reasons of any riots, mutinies, wars, fire. Storm, tempest or other exceptional cause on a specific request made by the Bidder within 7 days from the date of such incident, the time for making supply may be extended by the HO PH BBMP at his discretion for such period as may be considered reasonable. The exceptional causes do not include the scarcity of raw material, Power cut, Labour disputes.

10. **Preliminary Inspection of the Goods and Acceptance/rejection:** The products supplied at the locations are subject to preliminary inspection and testing by the receiver/competent authority to confirm quantity, quality. In case of discrepancies, the bidder shall replace such chemicals/products as per the composition/specifications free of cost within 30 days.

11. The consignee will acknowledge the chemicals received

12. **Quality test:** Samples from each batch of the product/supply shall be picked and subjected for quality testing at the approved/empaneled laboratories of BBMP or Labs approved by the Drug Controller.

13. **Payment:**

a) No advance payment towards costs of chemicals, medicines etc., will be made to the supplier.

b) On completion of the delivery schedule, the supplier shall submit invoice in triplicate duly stamped and signed with the GST as applicable in the name of the consignee/authority as may be designated.

c) Payment will be made within 60 days after receipt of original invoice, standard test reports with certification for goods received in good condition from the consignee mentioned in the purchase order subject to passing the samples in quality tests at the empaneled laboratories of BBMP or Labs approved by the Drug Controller.

d) No interest will be chargeable for delayed payments.

e) The payment of the bill shall be made after deducting the dues, penalty, if any. The payment in full or part of the bills shall be withheld in the following circumstances:

i. The goods are found sub-standard or in non-acceptable conditions.
ii. Breach of condition of any contract by the Holder.
iii. Any due payments/recoveries towards penalty.

14. **Validity of the offer:** The Financial bid should be valid for at least 180 days from the bid opening date.

15. **Product composition/specifications:** The supplies should be made as per standard specifications as specified in the tender at Schedule of requirement. Any discrepancy will entitle for rejection of goods/initiating penalty clause/blacklisting of the company, apart from the Cancellation of the Order.

16. **Shelf life:**

16.1. All chemicals must indicate the Date of Manufacture and date of Expiry. The chemicals supplied shall be of minimum 2 Years shelf life or as prescribed by the Chemicals &Cosmetics Act, 1940 & respective pharmacopoeia, from the date of Manufacture, and must arrive at the purchaser's point with a remaining shelf life of at least 80% of the total stipulated shelf life of the product from the date of supply. The stores must continue to confirm to the usual pharmacopoeia limits of potency, if tested at any time during its shelf life till its expiry date.

16.2. In case, the product supplied is below prescribed and residual shelf life at the time of supply, the same will be rejected.

16.3. During the period of validity of the contract, the supplier is liable to replace the chemicals left unconsumed at the consignee with 30% or less shelf life on specific request from the consignee.

16.4. The Replacement should be made within 30 days from the date of intimation, failing which the equivalent amount will be recovered and the cost of destruction of the time expired chemicals will be recovered from their pending bills / Security Deposit.

16.5. In case of imported Chemicals the minimum shelf life at the time of delivering at consignee location should be at least 70% with exemption of logograms. But the tertiary packing must be printed with indelible ink as 'BBMP Supply – Not for sale'

17. Logograms

17.1. Logogram means, wherever the context occurs, the design as specified in Appendix 3. The name of the drug shall be mentioned in State's official language and English only.

17.2. Bids for the supply for Chemicals shall be considered only if the Bidder gives an undertaking that the product(s) will be prepared as per the composition/specifications such as strength, minimum size and packed with appropriate size of the strips/blisters and with the logogram of proportionate size either printed or embossed on bottles etc., as per the design enclosed as per Appendix

18. Packing & Labelling

Unless otherwise specified under schedule of requirement, the following general terms applies for the Packaging

18.1. The chemicals shall be supplied in the package specified in Appendix and Annexures and the package shall carry the logograms of proportionate size specified in Appendix Affixing of labels in smaller size will be treated as violation of Bid conditions and fine will be deducted from the amount payable.

18.2. The packing in each carton shall be strictly as per the specification mentioned in Schedule of requirement and Appendix. The outer carton should be of white board with a minimum of 300 gsm with laminated packing for the strips, blisters, ointments, creams etc. and for ampoules and vials should be with white board of 450 gsm. Failure to comply with this shall lead to rejection of the goods which needs to be replaced within the specified delivery period including such goods which found with poor/damaged packing.

18.3. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.

18.4. Packing should be able to prevent damage or deterioration during transit.

18.5. In the event of product of chemicals supplied found to be not as per composition/specifications in respect of their packing and logogram, the Procurement Agency, is at liberty to make alternative purchase of the product of chemicals for which the Purchase orders have been placed from any other sources or in the open market or from any other Bidder who might have quoted higher rates, at the risk and the cost of the supplier. In such cases the Procurement Agency has every right to recover the cost and impose penalty.

19. The Procurement Agency will reserve the right to reject such supplies which are in violation of conditions laid down in Clauses 9, 16, 17 and 18 above. Failure to supply of products as per the delivery schedule with required logograms, shelf life and packaging and will be treated as breach of the terms of agreement / violation of Tender conditions and action may be taken to blacklist the product and/or fine will be deducted from the amount payable.

20. Quality Testing

20.1. The Chemicals shall have the active ingredients as per the composition/specifications throughout the shelf-life period of the drug. The samples may be drawn periodically throughout the shelf-life period for analysis to ensure the same.

20.2. Purchaser shall test samples drawn randomly from each batch or batches of the consignment received either at the time of receiving the goods or at any time during the shelf life of the product for test and analysis at any empaneled laboratories of BBMP or approved under the drugs and Cosmetic Act and Rules., apart from the routine sampling that may be carried out by the Drugs Control and Regulatory authorities.

20.3. An amount equivalent to 0.5% of the cost of chemicals supplied shall be deducted from the supplier bills at the time of payment towards lab test charges.

20.4. In case a sample or samples is / are declared to be “NOT OF STANDARD QUALITY” OR SPURIOUS OR ADULTERATED OR

MISBRANDED, such batch / batches shall be deemed to have been rejected. If the samples do not conform to the statutory standards, the supplier will be liable for relevant action under the existing laws including prosecution.

20.5. In case, a batch tested is declared as "Not of Standard Quality", the Supplier shall supply a fresh stock of "Standard Quality" equivalent to the entire quantity of the batch supplied earlier, irrespective of the quantity available in stock, within 30 days or as stated in such communication. In the event of the Supplier failing to make good the rejected stocks, the security deposit furnished by the Supplier shall be forfeited and in respect of the remaining damages, action under the existing laws will be initiated to recover such loss and also will be blacklisted.

20.6. The stock declared as "Not of Standard Quality" shall be destroyed by the purchaser after receipt of the fresh stock / 30 days and shall not be returned to the Supplier under any circumstances.

20.7. An amount equivalent to 0.5% of the cost of said batch of chemicals declared as not of standard quality shall be recovered from the Supplier towards the expenses for destruction and disposal of above class of chemicals.

20.8. In case fresh supplies are not delivered as per clause (1.5) above, the purchaser shall be free to purchase the identical item from any other alternative source or from the open market in the order of preference and recover the difference of cost from the Supplier.

20.9. If any drug supplied by the supplier is partially or wholly used or consumed after supply and is subsequently found to be not as per composition/specifications, inferior in quality or description or otherwise faulty or unfit for consumption, then the Chemicals equivalent to the entire batch quantity will be replaced by the supplier in addition to recovery of cost of destruction. If the chemicals are not replaced in time and the payment for the supply has already been made for the particular batch / batches, then deduction will be made in the subsequent bills or by any other source.

20.10. In all cases regarding the quality of chemicals, the decision of the, Chief Commissioner BBMP or any Officer authorized by BBMP shall be final and binding.

20.11. In the event of communication from Drug Control Authorities / Government authorized testing labs, that a batch of the consignment supplied is not of standard quality / spurious / adulterated / misbranded, the conditions stated above shall be applicable.

21. Non-Performance Penalty:

In all the cases of failure on the part of the supplier to deliver any or all the goods including the replacement against the rejections if any, within the period(s) specified in the contract, the BBMP shall without prejudice to its other remedies under the contract, recover the penalty from the supplier, as liquidated damages:

21.1. Levy of penalty for delay in supply of tender item: A sum equivalent to 0.5% of the delivered price of the delayed goods, including the replacement against rejections, for each week or part thereof delay

until actual delivery against the prescribed period of delivery/replacement, up to a maximum deduction of 10% of the contract price. Once the maximum is reached, the BBMP may consider termination of the contract and forfeiture of Security Deposit/performance Guarantee pursuant to general conditions of contract.

21.2. Levy of penalty in case of non-supplies: A sum equivalent to value of the performance Guarantee submitted. The BBMP may initiate forfeiture of Security Deposit/performance Guarantee pursuant to general conditions of contract and termination of the contract.

22. **Risk Purchase Penal Clause:** If supplies are not made as per the delivery schedule prescribed or the revised delivery schedule intimated by the consignee, if any, the consignee will purchase such requirements from any available source and this extra expenditure incurred thereof will be recovered from the supplier's Bills due for payment or from the Security Deposit. Further the default supplier has to reimburse all the liquidated damages/losses arising due to non-fulfillment of contractual obligations.

23. Debarment/Blacklisting. :

Unless otherwise specified in the forgoing clauses, the BBMP reserve the rights to Debar/Blacklist the bidder/supplier against specific products, for a period of not less than 3 years as per the guidelines issued by the Government of Karnataka under section 26(A)(B)(C) vide notification No NO:FD 884 Exp-12/2019, Bangalore Dated 7th May 2020, apart from cancellation of the Purchase order, forfeiture of EMD/Security Deposit, towards the lapses/defaults being reported/ found/ observed/ committed as detailed under:

23.1. Debarment/Blacklisting of the firm for a product

a) Not having manufacturing Unit/installed capacity, as declared at the time of bid submission.
b) Non submission of Security deposit within the stipulated/extended time, leading to cancellation of LOI/ Purchase order.
c) Withdrawal of bid or non-execution of supplies within the stipulated/extended period.
d) Supply of spurious/inferior/substandard/NSQ products or supply of Mis-branded/unsafe/medical devices.
e) Violation and convictions if any under the Chemicals and Cosmetics Act or any other applicable laws/rules during the currency of contract period.
f) Non-adherence to Delivery schedules and agreed terms and conditions of the tender, including non-submission of the Performance Security leading the cancellation of the supply order.
g) Failure of quality at the time of Lab tests in 2 or more than 2 batches of a product in quality test.
h) Any other Corrupt/Fraudulent/unethical business practices

23.2. Debarment/Blacklisting of the firm as a whole

a) Submission of false/misleading/fabricated/invalid/void documents against the bid.

b) If a firm is awarded with only one product and 2 or more than 2 batches of such product fails in quality test.
c) In case of a firm debarred/blacklisted by the BBMP for more than 2 chemicals/products within a period of one year either under the same or different Tenders/Purchase orders for any of the reasons stated above or committing similar offence in more than 2 instances, the BBMP reserves the right to Blacklist the firm as a whole for a period of not less than 3 years as per the provisions of the KTPP Act/Rules and guidelines issued by the Government of Karnataka under section 26(A)(B)(C) vide notification No NO:FD 884 Exp-12/2019, Bangalore Dated 7th May 2020, apart from cancellation of the Purchase order, forfeiture of EMD/Security Deposit
d) Any other Corrupt/Fraudulent/unethical business practices

23.3. The blacklisting of particular product or company/firm will be done without prejudice to other penalties which may be imposed as per the conditions of Tender documents and also to other actions which may be initiated under relevant Acts or any other law of Land. BBMP, will display names of such blacklisted product(s) and company/firm on its website and also circulate the same among other state Government / Central Government and its procurement agencies including respective State Chemicals Control Department where the company or firm is located.

23.4. The process of Debarment/Blacklisting and Resolution of Disputes:

The process of Debarment/blacklisting by BBMP will be carried in accordance with the provisions of the KTPP Act/Rules and guidelines issued by the Government of Karnataka under section 26(A)(B)(C) vide notification No NO:FD 884 Exp-12/2019, Bangalore Dated 7th May 2020 In case of a dispute or difference arising between the BBMP and a supplier relating to any matter arising out of or connected with the Debarment/Blacklisting, such dispute or difference shall be settled as per the provisions of the said Act/Rules and notifications.

24. Other legal Remedies

In addition to the action of debarment/blacklisting stated above, the Procuring Entity is entitled, and it shall be lawful on their part to:

24.1. File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
24.2. Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
24.3. Initiation of suitable disciplinary/legal/criminal proceedings under the applicable Laws against the firm or individual towards:
a) Submission of fabricated/forged/misleading documents with an intention to win the bid or gain advantage over the competitors.

b) Criminal negligence while execution of the contract or breach of contract which may lead to loss or damage to human life.

25. **Non reporting of Debarment/Blacklisting by the Supplier**

If the supplier or any of its approved product gets debarred/banned/blacklisted in any state are the subject of debarment/blacklisting is pending for hearing/decision/disposal in the Court of Law, after entering into agreement with BBMP for the products for which their bids were accepted, it shall be the responsibility of the supplier to inform BBMP without any delay about the same.

25.1. In case the Firm is black listed/debarred/banned after submission of bid document for the products for which their bids were submitted, it should inform the BBMP within 15 days of blacklisting/debarring/banning. If the blacklisted/debarred / banned firm does not inform the BBMP within stipulated time, a penalty amounting to @ two percent of purchase orders towards the issued between the date of blacklisting/debarring/banning and the date of informing to BBMP, both dates inclusive, shall be imposed, subject to a minimum penalty of Rs 20,000 and a maximum penalty up to Rs 2,00,000 only.

25.2. If it is brought to the notice of BBMP that the similar drug of the supplier firm has been found spurious / adulterated in any other state (whether the firm/ product has been blacklisted/ debarred/ banned or not); then no further purchase orders shall be issued for the product and the contract with the firm for the product shall be cancelled.

26. Corrupt or Fraudulent Practices

The Government requires that Tenderer/Suppliers observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government defines, for the purposes of this provision, the terms set forth as follows:

26.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and'

26.2. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderer/ Manufacturers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

26.3. will reject a proposal for award if it determines that the Tenderer/Supplier recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

26.4. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed contract.

27. **Termination:**

27.1. The Department may at any time terminate the Contract by giving written notice to the Tenderers/Suppliers, if they becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderer/Supplier provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department.

27.2. Termination for Default: The Department may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Tenderers / Suppliers , terminate the Contract in whole or part:

i. if the Tenderers / Suppliers fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the purchaser or

ii. if the Tenderers / Suppliers fails to perform any other obligation(s) under the Contract.

28. The Department, reserves the right either to accept or reject/cancel the Tender. The decision of the Department will be final.

29. The complete Tendering and Evaluation process will be carried as per the provisions of the KTPP Act and subsequent amendments/circulars/guidelines. Tender Accepting Authority reserves the right to alter the quantity /to accept or reject/cancel the tender within the provisions of the KTPP act and Rules. The decision of the Tender Inviting Authority will be final.

30. The purchaser reserves the right at the time of contract award to increase or decrease by up to 25% of the quantity of goods and services originally specified in the schedule of requirement without any change in unit prices and other terms and condition.

31. **Jurisdiction:** Bangalore.

Health Officer East Public Health

Tender inviting authority, BBMP

SECTION III – BID DOCUMENTS

Annexure –I
Tender for supply of chemicals

DETAILS OF THE BIDDER

a	Name of the firm	
	Office Address	
	Telephone and Fax Number	
b	Works Address	
	Telephone and Fax Number	
c	Name of the Authorized Signatory of the Tender Phone/ Mobile Phone No. Email ID	
d	Name of the Contact person Phone/ Mobile Phone No. Email ID	
e	Status of the Bidder (such as Govt Organization/Undertaking, Public/Private Ltd Co, Partnership Firm, HUF, SSI,)	
f	Registration of the bidding Firm/Incorporation of Company/Establishment Registration Details	Registration of Firm/Incorporating of Company/Establishment Registration No ……and Date……
g	Details of Manufacturer	Name of the Manufacturer: Address of the Manufacturer: Authorization Certificate/ letter No. ……and Date…… valid up to……
h	GST Registration	Manufacturer - No. ……and Date…… SERVICE CENTER- - No. ……and Date
i	Details of ISO Certificate •	No……Date…… Valid up to……
j	a) Details of Bank account with IFSC Code • b) Recipient ID in Kajane 2 (If available)	

Name, seal and signature
of the authorized
Signatory

Annexure -II

Tender for supply of chemicals

FINANCIAL STATUS OF THE FIRM

We hereby certify the Sales Turnover M/s..... ..... is as below for the periods mentioned.

Sl. No.	Financial Year	Annual Turnover (In Rs.)	Net Profit/Loss for the year
1	2019-20		
2	2020-21		
3	2021-22		
4	2022-23		
5	2023-24		

UDI Number.....

Seal and Signature of the Chartered Accountant
Membership number of CA :

Note to bidders:

1. *Enclosing of supporting document s such as Audited Statement accounts and IT returns for all the three years is compulsory for qualifying in the Technical bid*
2. *Generating UDI No. for issue of CA Certificate is Mandatory. CA certificate not having UDI Number will be considered as Invalid.*

Annexure -III

Tender for supply of chemicals

DETAILS OF MANUFACTURING UNIT

(Details of manufacturing unit shall be for the premises where the product quoted are actually manufactured.)

1	Name of the Manufacturing Unit & Full Address as appeared in the Manufacturing License	:	
2	Office Phone Nos.	:	
3	Contact Persons and Mobile Numbers	:	
4	E-Mail	:	
5	Date of Inception	:	
6	License No. & Date	:	
7	Issued by	:	
8	Valid up to	:	
9	Capacity Installation Certificate	:	
10	Tablets	:	
11	Capsules	:	
	General		
12	Chemicals	:	
26	Others (Specify the product category)	:	

Name, seal and signature
of the authorized
Signatory

Annexure - IV

Tender for supply of chemicals

CAPACITY INSTALLATION STATEMENT

Name & Address of the Manufacturer :

(Factory address to be indicated) :

Particulars of license numbers with validity :

Installed capacity particulars :

Sl. No.	Category of preparation [Form]	Unit of Measure	No. of units per shift	No. of Shifts per day	Total quantity of production per day in number of units
1					
2					
3					

Note: The unit of measure of the product shall be as per Schedule of requirement

Place:

Date:

Signature of

Drug Controller/ Charted Accountant/ Director/ CHO PH

Annexure – V

Tender for supply of chemicals

LIST OF CHEMICALS / ITEMS QUOTED UNDER THIS TENDER

Sl No	Drug Code	Name of the Drug/Item quoted	Pharmacopoeial Specification	Strength of the drug available under each product
1				
2				
3				

Note:

1. *Quantity shall be in terms of* ***units*** *as per Schedule of requirement*
2. *Lead time required for affecting the supplies shall be from the date of supply orders placed by the procurement entities.*

Name, seal and signature
of the authorized
Signatory

Annexure – VI

Tender for supply of chemicals

MANUFACTURING AND MARKET STANDING CERTIFICATE

1. This is to certify that M/s.....are holding license No.....Valid upto.....for manufacture of Chemicals/Medical Devices/ Non Drug Items.
2. It is further certified that the firm is manufacturing and Marketing the below mentioned products, for the preceding 3 financial years
3. The manufacturer has submitted year wise (April to March) three year's statement of manufacture and sale of the concerned Chemicals/Medical Devices/ Non Drug Items duly certified by Charted Accountant.
4. Name & Address of the Manufacturer:

Sl. No.	Year	Name of the product produced	Product MfgLic. no.	Drug Code	Whether a New drug as per drug act	No. of Batches produced	Batch Nos.	Name & Address of the Purchaser
1	2020-21							
	2021-22							
	2022-23							
	2023-24							
2	2020-21							
	2021-22							
	2022-23							
.	2023-24							
.								

Note:

1. *Certificate shall have Minimum 3 commercial batches for each financial year*
2. *Quantity shall be in terms of standard unit of Package/measure in Schedule of requirement*

Seal and Signature of the Drug Controller/FDA Chartered Accountant
Membership number of CA :

Annexure - VII

Tender for supply of chemicals

SUPPLY CAPACITY AND LEAD TIME REQUIRED

Sl No	Drug Code	Name of the Drug/Item quoted	Total qty offered to supply to BBMP during the period of contract	Initial lead time for First batch of supply	Subsequent lead time for supply of each batch/delivery schedule
1					

Note:

3. *Quantity shall be in terms of* ***Units*** *as per Schedule of requirement*
4. *Lead time required for affecting the supplies shall be from the date of supply orders placed by the procurement entities.*

Name, seal and signature
of the authorized
Signatory

Annexure - VIII

Tender for supply of chemicals

FORMAT FOR SUBMISSION OF SAMPLES.

Sl. No.	DRUG CODE	NAME OF THE ITEM WITH COMPOSITION/SPECIFICATION	UNIT OF MEASURE	UNITS OF SAMPLE SUBMITTED
1				***(Minimum two units shall be submitted)***
2				
3				
4				
5				
6				
7				
8				

Name, seal and signature
of the authorized
Signatory

Annexure - IX

Tender for supply of chemicals

NO CONVICTION CERTIFICATE

This is to certify that M/s..... situated at ..... have been granted license in form ..... bearing no. ..... valid upto ..... under the provisions of Drug & Cosmetics Act, 1940 and rules there under and that the said manufacturer has not been convicted for violation of provisions of Drug & Cosmetic Act, 1940 and rules there under during the preceding 3 years (i.e 2021-22, 2022-23, 2023-24) in ..... State.

Date:
State Drug Controller,
Certifying & Licensing Authority
Directorate General Health Services

Note: No Conviction Certificate should not be older than 10 months from the date of tender notification.

Annexure - X

Tender for supply of chemicals

PERFORMANCE CERTIFICATE

This is to certify that M/s. ..... holding license No .....valid upto .....in forms under the Chemicals and Cosmetics Act 1940, and Rules there under, on the said address and that the performance of the aforesaid manufacturer for preceding three (3) years – (i.e 2021-22, 2022-23, 2023-24) is satisfactory, and that.

a) The Chemicals/Medical Devices in respect of which this certificate is issued are manufactured on their own license and not on loan license.

b) The manufacturer has his own quality control section.

c) During the preceding three (3) years, there is no instance of suspension or cancellation of a part of a license issued to the manufacturer, in the tender on account of Chemicals/ Medical Devices being not standard quality.

d) During the preceding three, (3) years, there is no instance of suspension or cancellation of factory license (full license) on any account.

e) There is no instance wherein any of the Chemicals/ Medical Devices manufactured by the manufacturer is reported to be spurious or adulterated.

f) No administrative action or prosecution is contemplated or launched against the manufacturer under the drug and Cosmetics Act 1940, and Rules there under in respect of any of the Chemicals/ Medical Devices offered by them.

g) During the periods of three (3) preceding years. The manufacturer has not been convicted under the Chemicals and Cosmetics Act 1940, and Rules there under to undergo imprisonment for more than one day.

h) The manufacturer has submitted year wise (April to March) three year's statement of production and sale of the concerned Chemicals/ Medical Devices duly certified by Licensing Authority.

3. This certificate is issued for the purpose of all Government/Semi Government tenders, in respect of the Chemicals/Medical Devices mentioned below.

Name of chemicals manufactured under own license no.....

Sl No	Name of Chemicals/Medical Devices	Mfg Lic. No.
1		
2		
3		

Name, seal and signature
of the Certifying Authority

Annexure - XI

Tender for supply of chemicals

F.F.S TECHNOLOGY CERTIFICATE

This is to certify that M/s.....located at.....have been granted license in form no.....bearing no.....to manufacture the following preparations.

It is further certify that the said manufacturer uses F.F.S. (The whole operation of Form, Filling & Sealing occur simultaneously on the same machine in single cycle) Technology in the manufacture of above preparation.

The certificate is issued for the purpose of participation in the Tender for supply of chemicals to the BBMP.

Signature
Seal of Certifying Authority

Annexure - XII

Tender for supply of chemicals

DECLARATION
(On Non judicial Stamp Paper Rs 100/-)

I/We M/s. .... represented by its Proprietor/Managing Partner having its registered office at .... hereby declare as under:-

(1) As per the schedule of requirement, we are submitting the bid for the following item.

Sl. No	Drug Code	Description of Drug as in Tender	Unit Size	Drug Lic. No.	Date of Issue	Validity of Drug Lic.	Address of Manufacturing Unit

(2) That I/we have carefully read all the terms and conditions of tender no ....Dt. ..... Including Amendment(s) to Tender document (if any) issued by BBMP and accept unconditionally all terms and condition of tender document including Amendment(s) to Tender document (if any).

(3) That I/We are holding and have uploaded

a) valid drug license for quoted chemicals,

b) 3 years market standing certificate for quoted products issued by Chartered Accountant.

c) valid non conviction certificate not older than 10 months, from the date of tender notification date

d) All other relevant documents towards eligibility criteria and other terms and conditions of the tender

(4) I / we do hereby declare that I will supply the chemicals by affixing logogram and barcode on Primary/Secondary/ Tertiary packing for the product along with the generic name as per the designs given in Appendix as well as other instructions given in this regard. I / We understand that supplies without the logogram / wordings will be rejected and shall be deemed as violation of the contract.

(5) I / We, declare that I / we shall use only Pharmaceutical Grade Plastic Granules for containers of Sterile IV Fluids, Injections and Eye-Ear Drops".

(6) We agree for minimum shelf life period and replace the chemicals with expired shelf life as per the terms and conditions of the tender

(7) All the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true.

(8) Any of our personnel, representatives, sub-consultants, sub-contractors, service providers, suppliers and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage.

(9) Indemnify and compensate the purchaser from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged document or statements.

(10) We have not been blacklisted/barred by any of the State Government, Central Government, Central & State Govt. Undertakings/enterprises/ Organizations, Govt E-marketing portal or any other Quasi Government bodies/ Organizations or International organizations such as World Bank or any major Enterprise/Organization in India for not of standard quality, non-satisfactory performance, corrupt & Fraudulent or any other unethical business practices, not meeting critical conditions/security clearance etc.

(11) We hereby declare that we are not under liquidation; court receivership or similar proceedings and bankrupt.

(12) *We do not have any pending cases in the Court of Law for hearing, final disposal/decision towards debarment/blacklist by any of the Govt. Department/ organisation/ Health institution, as on the last date prescribed for bid submission.

**The bidder shall disclose such information/instances if any prevailing as on the date of bid submission, by replacing this Paragraph. Non-discloser or declaring misleading information will be treated as reason for blacklisting/debarment by procurement entity as per the tender terms.*

(13) We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India (GoI Letter No. F.No. 6/18/2019 - PPD dtd: 23.07.2020 Order (Public Procurement No. 1 and 2) dated 23.07.2020 & Order (Public Procurement No. 3) dated 24.07.2020 and GO of GoK vide No. FD 455 Exp-12 2020 Bengaluru Dated:25.08.2020.

i. I/ We certify that, we are not from such a country which shares a land border with India and we are eligible to be considered.

   Or

ii. I/ We declare that, we are from such a country or countries which shares a land border with India and we have been registered with the Competent Authority and certify that, we fulfill all requirements in this regard and are eligible to be considered. A copy of the valid registration by the Competent Authority is enclosed along with this declaration for Evidence

iii. We declare that, we will not sub-contract any work to a contractor from such country or countries which shares a land border with India unless such contractor is registered with the Competent Authority in case the work order is released on us. We fulfill all requirements in this regard and is eligible to be considered.(A copy of the valid registration issued by the Competent Authority to be enclosed if applicable)

iv. We are aware that, such registration with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of bids.

If our Firm is found contravening this undertaking even after award of contract in our favor, we accept disciplinary action by purchaser including rejection of our TENDER, annulment of contract and blacklisting.

***Should be sworn before a Notary**

Date: / /

Witness:-

Authorized Person's Signature
Name & Designation with Seal

(1).....

(2).....

Annexure - XIII

Tender for supply of chemicals

FORM OF GENERAL POWER OF ATORNEY FOR SIGNING THE BID DOCUMENTS

Notes:

i. GPA needs to be submitted only in case the Authority signing the bid is different from the Digital Key holder.

ii. To be submitted on Non judicial Stamp Paper.

iii. The GPA shall not be older than 12 months as on the date last date of Tender submission and shall be valid for not less than 18 Months.

iv. GPA shall be issued by the Digital Signature Holder of Bidding Entity to represent him and to sign the bid document, and shall be issued in favor of only the designated Employees/ Directors/ Partners of the Bidding Entity.

v. The bid format of GPA is only for reference. The bidder can submit the GPA in any form, subject to covering the scope of authorization and validity as mentioned in the Bid format,. In case of Companies incorporated under the Companies Act, Board Resolution shall be attached towards issue/approval of the GPA.

GENERAL POWER OF ATTORNEY

vi. I, ……, ……(Designation)…. of …..(name of the Bidding entity), having the Digital Signature for Signing the Bid in the eProcurement portal in my Name, here by through this General Power of Attorney authorize ……..(Name of the representative, signing the bid documents)…… working in my organization as……. (Designation)…… to sign the Bid documents, to represent me in case of all Communication and transactions with BBMP including all such acts which deemed to be the part of the tender process and execution of contract.

vii. The General Power of Attorney is valid for a period up to ..... from the date of signing, unless it is revoked/withdrawn/cancelled by me through a written communication before the expiry.

viii. AND I/We/the .....(name of bidding entity)..... agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by Me/Us/the.....(name of bidding entity)..... and undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given

ix. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year .....

Signed, Sealed and Delivered by the

said .....(Name)....

(Issuer of the GPA)

.....

Seal and Signature

in the presence of:

Witness

1.

2.

Signed acknowledged by the

Said ..... (Name)....

(Holder of the GPA)

Specimen Signatures

1)

2)

3)

in the presence of:

Witness

1.

2.

Annexure - XIV

MANUFACTURERS' AUTHORIZATION FORM*

No. dated

To

Dear Sir:

.

We..... ..... who are established and reputable manufacturers of ....(name and description of goods offered) having factories at .....(address of factory) do hereby authorize M/s.....(Name and address of Agent) to submit a tender, and sign the contract with you for the goods manufactured by us against the above.

No company or firm or individual other than M/s are authorized to tender, _____

and conclude the contract for the above goods manufactured by us, against this specific.

We hereby extend our full guarantee on the chemicals manufactured by us and of the General Conditions of Contract for the goods and services offered for supply by the above firm against this.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.

SECTION IV

Appendix -1

DESIGNS FOR LOGOGRAMS

GENERAL

THE LOGOGRAM and the WORDINGS should be printed on very part of each UNIT PACK of items.

The size of the logogram and that of the wordings should be bold enough and proportionate to the size of the label of each packing and the label in turn should also be proportionate to the size and material.

Logogram should be distinctly printed or embossed in RED COLOUR and should exclusively act as a 'High-lighter'. Consequently any other matter should not be printed in the same or similar colour as that of the Logogram or the Wordings.

Every part of unit shall be embossed / printed with the letters as under

BBMP free Supplies - Not for sale

SPECIMEN LABEL FOR OUTER CARTON

Quantity Packed: **Net Weight:**

BRUHATH BENGALURU MAHANAGARA PALIKE

BBMP Free Supplies - Not for sale

~~~~~~~~~~~~~~~~~~~

NAME OF THE chemical

~~~~~~~~~~~~~~~~~~~

EXP. DATE: .....

MfgLic No :
Batch. :
Mfg Date:
Manufactured by

Signature & Seal

Appendix -2

Deleted.

Appendix -3

Deleted

Appendix -4
CONTRACT FORM

THIS AGREEMENT made on the .....day of....., 20... Between ..... (Name of purchaser) of ..... (Country of Purchaser) (hereinafter called "the Purchaser") of the one part and ..... (Name of Supplier) of ..... (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., ... (Brief Description of Goods and Services) and has accepted a tender by the Supplier for the supply of drugs with the value of..... (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

    (a) the Tender Form and the Price Schedule submitted by the Tenderer;
    (b) the Schedule of Requirements;
    (c) the Technical Specifications;
    (d) the General Conditions of Contract;
    (e) the Special Conditions of Contract; and
    (f) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the

Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

Sl. No.	Brief Description of Goods & Services	Quantity to be supplied	Unit Price	Total Price	Delivery terms

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said .....
(For the Purchaser)
in the presence
of:.....

Signed, Sealed and Delivered by the said .....
(For the Supplier)
in the presence
of:.....

Appendix -5

PERFORMANCE SECURITY BANK GUARANTEE FORM

To,

JD AH, BBMP.

01	GUARANTEE NO :	
02	AMOUNT OF THE GUARANTEE :	**Rs. ...**
03	GUARANTEE COVERS FROM :	**Dt. ....**
04	LAST DATE FOR LODGMENT OF CLAIM :	**Dt. ....**

1. This deed of guarantee executed by the ....***Name of the Banker***.... (hereinafter referred to as the Bank) in favour of the CHOPH BBMP (hereinafter referred to as the Beneficiary) for an amount not exceeding Rs. ....***Value of Guarantee*** .... (**Rupees in Words.....**)at the request of ....***Name of the Vendor*** ....(hereinafter referred to as The Contractor).

2. This guarantee is limited to a maximum of Rs ….***Value of Guarantee*** …. (**Rupees in Words……**) and the guarantee shall remain in force up to **……**and cannot be invoked otherwise than by a written demand on or before the day of **…….** In consideration by the Beneficiary under the term and conditions of an agreement of dated **……**made between the Beneficiary and the contractor for for *……(description of goods/service)……* at ……(Locations for supply) …… under reference **LOI/Purchase Order no.**……**.**Dated **……**

3. We ….***Name of the Banker*** ….do here by undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Beneficiary stating that the amount claimed in due by way of loss or damage caused to or would be caused or suffered by the Beneficiary by reason of breach by the said contractor (S) of any of the terms and conditions contained in the said agreement. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. ….***Value of Guarantee*** …. (**Rupees in Words……**)

4. We,….***Name of the Banker*** ….further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and shall continue to be enforcement of the said agreement and shall continue to be enforceable till all the dues of Beneficiary under or by virtue of the said, agreement have been fully paid and its claims satisfied or discharged or till Beneficiary certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing before the **Dt. ……**we shall be discharged from all liability under this guarantee thereafter.

5. We, ….***Name of the Banker*** ….further agree with the Beneficiary have the fullest liberty without our consent and without effecting in any manner our obligations hereunder vary any of the terms and conditions of the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Beneficiary, against he said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being allowed to the said contractor or for any forbearance, act or commission on the part of the department or any indulgence by the department of the said contractor or any such matter or thing what so ever/whichever under the law relating to surety would but for this provision have effect of so relieving us, until the day of **Dt. ……**, when the liability of the Bank will cease.

6. We,….***Name of the Banker*** ….lastly undertaken not to revoke this guarantee during its currency except with the previous consent of the Beneficiary in writing.

7. Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. ….***Value of Guarantee*** …. (**Rupees in Words……**) Our guarantee shall remain in force until **Dt. ……**. unless a claim in writing is presented to us and if unpaid a suit or action to enforce such claim is filed against us within three months from the above

date, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liability thereafter.

DATED :

FOR:

Signature and Seal of
Guarantors

.....

.....

Address: .....

.....

.....